

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT						1. CONTRACT ID CODE		PAGE 1 OF 9			
2. AMENDMENT/MODIFICATION NO. <b>M022</b>			3. EFFECTIVE DATE (M/D/Y) <b>See Block 16C</b>		4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT NO. (If applicable)			
6. ISSUED BY CODE						7. ADMINISTERED BY (If other than Item 6)			COD		
<b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  <b>Advanced Technologies and Laboratories International, Inc. (ATL) 20010 Century Boulevard Suite 500 Germantown, MD 20874-7114</b>						<input type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO.			
						<input type="checkbox"/>		9B. DATED (SEE ITEM 11)			
						<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-05RV14548</b>			
						<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13) <b>January 3, 2005</b>			
CODE			FACILITY CODE								
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGE-MENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE DATE AND HOUR SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and amendment and is received prior to the opening hour and date specified.											
12. ACCOUNTING AND APPROPRIATION DATA (if required)											
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.											
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.											
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).											
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:											
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) <b>Section I, Clause I.84, FAR 52.243.2 – Changes – Cost Reimbursement (AUG 1987) – Alternate I (APR 1984)</b>											
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _1_ copies to the issuing office.											
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)											
<b>See Following Page (s)</b>											
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. NAME AND TITLE OF SIGNER (Type or print)  <b>Jou Hwang, PHD President</b>					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  <b>Joseph C. Poniatowski, Contracting Officer</b>						
15B. CONTRACTOR/OFFEROR  <b>ORIGINAL SIGNED BY</b>  _____ (Signature of person authorized to sign)			15C. DATE SIGNED  <b>4/11/07</b>		16B. UNITED STATES OF AMERICA  <b>ORIGINAL SIGNED BY</b>  _____ (Signature of Contracting Officer)			16C. DATE SIGNED  <b>4/12/07</b>			

**Block 14 Continuation:**

The purpose of this modification is to:

- A. Replace existing Section J, Appendix 1 with the following revised Section J, Appendix 1, in the Contract, Incorporating the following DOE Orders:
- DOE O 142.3, CRD: Replaces cancelled order DOE N 142.1
  - DOE O 231.1A Change 1: Replaces cancelled order DOE O 232.1A
  - DOE O 241.1A, Change 1, CRD: Updates DOE O 241.1A
  - DOE O 435.1, Change 1, CRD: Updates DOE O 435.1
  - DOE M 442.1-1
  - DOE P 450.7: Replaces cancelled order DOE P 450.1
  - DOE M 450.4-1
  - DOE O 451.1B, Change 1, CRD: Replaces DOE O 451.1A
  - DOE O 471.3, CRD
  - DOE M 471.3-1
  - DOE 5480.19, Change 2, : Updates DOE 5480.19  
Conduct of Operations
    1. Preamble, Section 5.c
    2. Chapter 1, Section C.1 Sentences 1 through 6
    3. Chapter XVI, Section C.1. Para 1, Para 2, Sentence 3 and 4
    4. Chapter XVI, Section C.2.b
    5. Chapter VI, Section C.6. Para 1
  - DOE 5480.20A, Change 1: Updates DOE 5480.20A  
Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
    1. Preamble
    2. Attachment 1, Contractor Requirements Document
    3. Chapter I, Section 2,3,4.a, 4.b, 5
    4. Chapter I, Section 7 Introduction, Sentence 1 and 2
    5. Chapter I, Section 7, 8, 9, 10, 11.a, 12, 13, 15
    6. Chapter IV, Section 2
    7. Chapter IV, Section 4.a (where lab techs are equated to operators)
    8. Chapter IV, Section 4.c
  - ORP M 442.1-1, CRD is deleted
- B. Section J, Appendix 2, Performance-Based Incentives (PBI), PBI-4 is deleted in its entirety. All 10% of total base fee allocated for this PBI will be evenly distributed between PBI-2 and PBI-3. Replace with the following pages.

## APPENDIX 1 – DOE DIRECTIVES APPLICABLE TO THE 222-S LAB

The DOE Directives found in the following listing are the “List of Applicable Directives” and “List B” as those terms are used in paragraph (b) of Section I Clause, Laws, Regulations, and DOE Directives. The contractor shall follow the established exemption process to obtain relief from requirements of these regulations where applicable.

It is anticipated during the performance of this contract, the conditions for applicability of certain DOE Directive may no longer exist. In any such situation where the contractor seeks relief from the requirements of such DOE Directives, the contractor may notify the Contracting Officer in writing explaining the reasons for its belief the DOE Directives no longer apply to contract performance. The Contracting Officer may determine the conditions for applicability of a DOE Directive still exist, and may direct the contractor to continue compliance with the DOE Directive. Additional, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise, the DOE Directive will immediately become applicable once again.

### List B: Applicable DOE Directives

The following is an all-inclusive list of applicable DOE directives.

\*Those directives marked “Supplement,” are DOEL-RL CRDs that are in addition to the DOE-HQ CRDs. The Section B clarification and Section C supplemental requirements apply in addition to the HQ CRDs. Any specific clarifications or requirements do not apply unless otherwise notes.

Order Number/Changes	Title
DOE O 130.1 CRD	Budget Formulation Process
DOE M 140.1-1B CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.3 CRD	Unclassified Foreign Visits and Assignments
DOE O 151.1C CRD	Comprehensive Emergency Management System Attachment 2, CRD <ul style="list-style-type: none"> <li>• Item 2</li> <li>• Item 5</li> <li>• Item 6</li> <li>• Item 7</li> <li>• Item 9</li> <li>• Item 10</li> <li>• Item 11</li> <li>• Item 13</li> <li>• Item 14</li> <li>• Item 15</li> </ul>
DOE O 205.1	Department of Energy Cyber Security Program

<b>Order Number/Changes</b>	<b>Title</b>
DOE O 210.2 CRD	DOE Operating Experience Program
DOE O 221.1 CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2 CRD	Cooperation with the Office of Inspector General
DOE O 225.1A CRD	Accident Investigations
DOE O 226.1 CRD	Implementation of DOE Oversight Policy
DOE O 231.1A, Change 1, CRD	Environmental, Safety and Health Reporting
DOE M 231.1-2, Rev 1, CRD	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A, Change 1, CRD	Scientific and Technical Information Management
DOE O 251.1A CRD	Directives System Order
DOE O 350.1 Change 1 CRD	Contractor Human Resources Management Programs
DOE O 413.1A, CRD	Management Control Program
DOE O 414.1C, CRD	Quality Assurance
DOE O 435.1, Change 1, CRD	Radioactive Waste Management
DOE O 440.1A, CRD	Worker Protection Management for DOE Federal and Contractor Employees
DOE O 442.1A, Rev 1, CRD	Department of Energy Employee Concerns Program
DOE M 442.1-1	Differing Professional Opinions Manual for Technical

Order Number/Changes	Title
DOE P 450.7	Environmental Safety and Health (ESH) Goals
DOE M 450.4-1, CRD	Integrated Safety Management System Manual
DOE P 450.4	Safety Management System Policy
DOE P 450.5	Line Environment, Safety and Health Oversight
DOE O 451.1B, Change 1, CRD	National Environmental Protection Act Compliance Program
DOE O 460.1B CRD	Packaging and Transportation Safety
DOE O 471.3 CRD	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 CRD	Manual for Identifying and Protecting Official Use Only Information
DOE O 474.1A CRD	Control and Accountability of Nuclear Materials
DOE O 475.1 CRD	Counter-intelligence Program
DOE 5480.19, Change 2	Conduct of Operations <ul style="list-style-type: none"> <li>• Preamble, Section 5.c.</li> <li>• Chapter 1, Section C.1 Sentences 1 through 6</li> <li>• Chapter XVI, Section C.1. Para 1, Para 2, sentence 3 and 4</li> <li>• Chapter XVI, Section C.2.b.</li> <li>• Chapter VI, Section C.6. Para 1</li> </ul>
DOE 5480.20 A, Change 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities <ul style="list-style-type: none"> <li>• Preamble, Section 8.a</li> <li>• Attachment 1, Contractor Requirements Document</li> <li>• Chapter I, Section 2</li> <li>• Chapter I, Section 3</li> <li>• Chapter I, Section 4.a</li> <li>• Chapter I, Section 4.b</li> <li>• Chapter I, Section 5</li> <li>• Chapter I, Section 7 Introduction, Sentence 1 and 2</li> <li>• Chapter I, Section 7</li> <li>• Chapter I, Section 8</li> <li>• Chapter I, Section 9</li> <li>• Chapter I, Section 10</li> </ul>

Order Number/Changes	Title
	<ul style="list-style-type: none"> <li>• Chapter I, Section 11.a</li> <li>• Chapter I, Section 12</li> <li>• Chapter I, Section 13</li> <li>• Chapter I, Section 15</li> <li>• Chapter IV, Section 2</li> <li>• Chapter IV, Section 4.a (where lab techs are equated to operators)</li> <li>• Chapter IV, Section 4.c</li> </ul>
DOE/RL-94-02	Hanford Emergency Management Plan <ul style="list-style-type: none"> <li>• Section 11.1</li> <li>• Section 11.1.3</li> <li>• Section 12.0</li> </ul>
ORP M 420.1-1, CRD	ORP Fire Protection Program

## APPENDIX 2 – PERFORMANCE-BASED INCENTIVES (PBI)

This Appendix, in combination with Section C, *Statement of Work*, constitutes the minimum performance requirements of the Contract. In addition, successful achievement of all funded work set forth in Section C and the performance-based incentives (PBIs) contained in this Appendix, constitute satisfactory Contract performance.

**PERFORMANCE BASED INCENTIVES CONSTITUTE 100% OF THE CONTRACTOR'S ABILITY TO EARN FEE. THERE WILL BE APPROXIMATELY FOUR (4) INCENTIVES, WHICH WILL BE INCLUDED IN THE FINAL RFP. THE APPROPRIATE PROVISIONAL FEE PAYMENT WILL BE NEGOTIATED WITH THE SUCCESSFUL OFFEROR.**

### **PBI-1 (222-S)**

**Performance Based Incentive (PBI) Title: 222-S Analytical Services Transition**

**Performance Fee available and assigned to this PBI: (5% of total base fee)**

<b>ORP Assistant Manager:</b>	<b>ORP POC:</b>	<b>ASPC Manager:</b>	<b>ASPC POC:</b>

### **Desired Endpoint/Outcome**

The transition during the first 90 days from the Tank Farm Contractor, as operator for analytical services, to the Analytical Services Performance Contractor (ASPC) must be conducted as thoroughly and quickly as possible so that ongoing work is not delayed or put at risk and a basis is established for improved performance.

### **Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid fee in accordance with Section B, "Supplies or Services and Prices/Costs," of the Contract.

### **Fee Bearing Milestones**

1. Prepare a Transition Plan and complete all transition actions. The comprehensive Transition Plan will include details of actions needed to accomplish a smooth transition of responsibility for the work and a schedule for completion of required activities. The Project Management Plan, Integrated Safety Management Plan and the Material Control and Accountability Plan must be approved and implemented as part of the Transition Plan. The maximum fee for this portion is (40% of PBI-1 fee). If all transition activities are completed within 90 days of contract awarded, then 100% of the fee will be paid. If all transition activities are completed later than 180 days of contract awarded then 0% of the fee will be paid. The fee will be prorated on a daily basis for completion of actions between 90 days and 180 days.
2. Meet the laboratory schedule and for analytical lab's customers needs during the transition period. Schedule dates may only be met with products of acceptable quality. The maximum fee for this portion is (50% of PBI-1 fee). If all schedule dates for deliverables are met in the first 90 days of the Contract,

then 100% of the fee will be paid. If less than 80% of schedule deliverable dates are met then 0% of the fee will be paid. The fee will be prorated between completion of 80% and 100% of customer's schedule and quality requirements.

3. Develop a FY2005 resource loaded schedule for the laboratory work load. The work load will be based on a combination of firm projections or commitments from the customers and work projections based on historical work levels.  
Fee for this portion is (10% of PBI-1 fee). Submittal of an acceptable resource loaded schedule by September 1, 2004 will earn 100% of the fee. Submittal of the schedule after October 1, 2004 will earn 0% fee. This fee will be prorated on a daily basis until October 1, 2004, after which no fee will be earned.

**PBI-2 (222-S)**

**Performance Based Incentive (PBI) Title: Support Hanford Accelerated Cleanup**

**Performance Fee available and assigned to this PBI: (60% of total base fee)**

**Acceleration Fee available and assigned to this PBI: (in addition to base fee)**

<b>ORP Assistant Manager:</b>	<b>ORP POC:</b>	<b>ASPC Manager:</b>	<b>ASPC POC:</b>

**Desired Endpoint/Outcome**

Support Hanford accelerated cleanup. Assist in the accelerated tank cleanup. The Tank Farm Contractor is responsible for overall completion of tank farm activities leading to retrieval and closure and will rely on the ASPC for critical support in performing sample analyses and evaluation accurately and on schedule.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid fee in accordance with Section B, "Supplies or Services and Prices/Costs," of the Contract. Fee may be earned provisionally in accordance with annual milestone determination.

**Fee Bearing Milestones**

Fee for this PBI may be composed of Base Fee and Acceleration Fee.

Base Fee is divided into two parts:

1. Known tank farm work - (80% of PBI-2 base fee)

Fee will be assigned to tank farm accomplishments such as waste transfers, tank retrievals, tank closures, etc. This portion of the fee determination will be for the Contract period commencing October 1, 2004. At the beginning of each fiscal year, 20% of the total fee available for this PBI for the 5 year contract period will be apportioned to incentivized tank farm goals for the year.

2. Work scope not yet developed - (20% of PBI-2 base fee)

Fee will be attached to accomplishment of RL closure activities which have not yet been established and scheduled. Goals will be established in time to assure achievability within this contract period.

Acceleration fee is based on the following:

1. Acceleration Goals for Tank Retrieval and/or Closure – Acceleration Fee - (in addition to base fee)



Additional tanks closed beyond those identified by the base performance incentive in Item 1 will be awarded fee at an increased level above the average rate per tank awarded in Item 1.

*At the time of PBI negotiations tank farm activity schedules will be established consistent with the Tank Farm Contractor base and acceleration PBI goals.*

**PBI-3 (222-S)**

**Performance Based Incentive (PBI) Title: Improve Laboratory Services**

**Performance Fee available and assigned to this PBI: (35% of total base fee)**

<b>ORP Assistant Manager:</b>	<b>ORP POC:</b>	<b>ASPC Manager:</b>	<b>ASPC POC:</b>

**Desired Endpoint/Outcome**

Reduce turnaround time and cost for sample analyses while maintaining the appropriate quality level.

**Fee Payment Schedule**

Upon completion of each fee bearing milestone set forth herein, Contractor will be paid fee in accordance with Section B, "Supplies or Services and Prices/Costs," of the Contract.

**Fee Bearing Milestones**

Reduce the sample turnaround time as recorded in the Laboratory Information Management System. The turnaround time is considered to be the time from sample delivery at the laboratory to delivery of a certified characterization report to the customer. Reduction in turnaround time will be accomplished while accommodating agreed work scope. Commensurate cost reductions will be expected to accompany demonstrated processing efficiency improvements. This portion of the fee determination will be for the Contract period commencing October 1, 2004.

Calculation of the reduced overall turnaround time will be based on groups of analyses e.g., for evaporator run, tank closure and process chemistry controls for waste transfer from one tank to another. Results will then be aggregated and an overall turnaround time reduction will be calculated based on the weighted average based on total activities performed. The fee will be paid for reduction of up to 15% for FY2005, 10% for FY2006, 10% for FY2007, 5% for FY2008, and 5% for the remainder of FY2009 in overall (all groups taken as a whole) turnaround time. Fee will be determined on an annual basis at the end of the fiscal year and prorated to provide fee for incremental improvements in the overall turnaround time. 20% of the fee will be available for each fiscal year.